

## **BASIC ORDERING AGREEMENT BETWEEN**

SYNNEX Information Technologies AND

Sandia National Laboratory, Management and Operating Contractor for the Department of Energy in Albuquerque, NM

## **BASIC ORDERING AGREEMENT**

SNL-10102

This Basic Ordering Agreement (BOA) between SYNNEX Information Technologies (Vendor, hereinafter "Seller") and Sandia National Laboratory on behalf of the Department of Energy (DOE) is entered into to provide products and services to the DOE and its Management and Operating Contractors and designated affiliates in accordance with the following:

1. This Agreement includes products listed in Attachment I.
2. This Agreement is for the Department of Energy and those contractors and designated affiliates named in Attachment II.
3. The pricing is in accordance with Attachment I.
4. Site Specific Terms and Conditions are included in Article 5.
5. Seller's US warehouse locations listed in Attachment III.
6. Basic Ordering Agreement General Terms and Conditions for Commercial Items DOE Contractors (change) Attachment IV.

The parties agree that the DOE (including DOE field offices) or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called 'Contractor'), may place orders under this BOA and receive the appropriate, discounted price.

Each Contractor shall place its own orders under this Agreement and shall be direct-billed accordingly.

### **ARTICLE 1 - SCOPE OF WORK**

All orders placed hereunder shall reference the number of this BOA (SNL-10102). The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement October 1, 2002, through September 30, 2007 plus options exercised.

The Seller agrees to furnish such quantities of products described herein as Contractor may order during the term of this Agreement. The Sellers obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

### **ARTICLE 2 - DELIVERY/PAYMENT**

The work specified in Article 1 shall be completed and delivered to the V AR as follows:

F.O.B. Point (point of delivery): Destination CONUS. Additional freight will be charged for expedited delivery and/or special delivery requirements, e.g. lift gate truck, inside delivery, etc...

Payment Terms: Net 30 days from receipt of a proper invoice...

Delivery location and schedule shall be negotiated for each order under this BOA. Most locations will receive products and goods through SYNNEX's 9 warehouse locations in a 1 to 3 day time frame, depending on product availability and shipping location. Products will be shipped from the closest warehouse location to the company receiving the order. If the product to be shipped is not available from the warehouse closest to the shipping address, SYNNEX must search their other warehouse locations for product availability and ship from that location if necessary to fulfill the order in a timely (no less than 7 days) manner. (See Attachment III)

### **Article 3 - FIXED PRICES**

SYNNEX agrees to sell to authorized value-added resellers (VARs) or directly to DOE sites, Attachment II or DOE subcontractors the goods and services listed in Attachment I at the fixed prices identified in Attachment I.

The prices identified in Attachment I are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. The prices are based on a 2.5% markup from the price paid by SYNNEX for the item, less the deduction of the Hewlett Packard Big Deal discount. Seller will provide Sandia with a monthly price sheet that reflects any product adds, price increases/decreases, or product deletes.

#### **ARTICLE 4 - ADMINISTRATIVE**

BOA Procurement Administrator's Address is as follows:

Sandia National Laboratory

ATTN: Jeff Miller

MS 0221, P.O. Box 5800

Albuquerque, NM 87185-0221

505-844-9195

505-844-8341 fax

[jmiller@sandia.gov](mailto:jmiller@sandia.gov)

BOA Sellers Administrator's Address is as follows:

SYNNEX Information Technologies

ATTN: Ed Somers

39 Pelham Ridge Drive

Greenville, SC 29615

[eds@synnex.com](mailto:eds@synnex.com)

#### **ARTICLE 5 - SITE-SPECIFIC TERMS AND CONDITIONS**

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety *and* Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

The Standard Terms and Conditions for this BOA can be found in Attachment IV and at the URL below

[http://bechteljacobs.com/icpt/ts&cs.html#\(05/01\)](http://bechteljacobs.com/icpt/ts&cs.html#(05/01))

Seller's site specific pricing shall be included under Attachment I, Pricing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of

Date: 10/01/02.

ACKNOWLEDGED AND CONFIRMED:

**Attachment I**

<b><u>Manufacturer</u></b>	<b>Markup % from Price less the deduction of HP Big Deal discount</b>
HP Product Line 30 Wide format Printing	2.5%
HP Product Line 4X Greely Hardcopy Division	2.5%
HP Product Line 5M All-In One Division	2.5%
HP Product Line 6A Network Peripheral Solutions	2.5%
HP Product Line 7T Versatile Printing	2.5%
HP Product Line 83 Personal Inkjet Printer	2.5%
HP Product Line AK Workgroup Laserjet Printer	2.5%
HP Product Line C5 Bergamo Hardcopy Operation	2.5%
HP Product Line PQ Department Laserjet Printing	2.5%
Support Packs/Services	4.0% FOB <b>Destination</b>
Consumables	3.0% FOB <b>Origin</b> for orders of consumables only 3.0% FOB <b>Destination</b> for consumables when sold with hardware



**Sandia National Laboratories**

Operated for the U.S. Department of Energy by  
**Sandia Corporation**

Albuquerque, New Mexico 87185-0221

*date:* January 28, 2004

*to:* BOA Agreement with Synnex SNL-10102

*from:* Jeff Miller, Sandia National Labs

*subject:* Amendment to BOA Agreement SNL-10102 with Synnex for HP Printers

This amendment to the BOA Agreement SNL-10102 with Synnex for HP Printers is a bilateral amendment to Article 3 – Fixed Prices. The agreement is being changed to read that for orders placed with a value of less than \$1500, the markup above the price paid by Synnex will be 4% instead of 2.5%. The 2.5% markup will still be effective for all orders equal to or greater than \$1500.

Jeff Miller  
Contracting Rep  
Sandia National Labs